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#### Contract Database Metadata Elements

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**MEMORANDUM OF AGREEMENT**

**BETWEEN**

**JAMESVILLE-DEWITT CENTRAL SCHOOL DISTRICT**

**AND**

**MAINTENANCE PERSONNEL**

**EFFECTIVE DATE: JULY 1, 2005 - JUNE 30, 2008**

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## **ARTICLE I RECOGNITION AND MAINT. STATUS**

**This agreement is by and between the undersigned Superintendent of Schools of Jamesville-DeWitt Central School District, hereinafter termed "DISTRICT" and the Maintenance Department of Jamesville-DeWitt Central School District, hereinafter termed the "MAINT", wherein it is mutually agreed as follows:**

### **1.1 Representation**

The "DISTRICT" recognizes the "MAINT" for the purpose of collective bargaining for all Employees in the Maintenance Unit of the District. The relationship to the bargaining unit of any newly created position(s), having a community of interest with this bargaining unit, will be discussed with the "MAINT" Representative at the time such position is established. The inclusion of any new position(s) within this bargaining unit will be by mutual agreement. In the event no agreement on representation is reached by the parties to this agreement, either party may submit the question of representation to "PERB" for reconciliation. If the new position is added terms and conditions of employment governing the new position will be proper subject of negotiations.

### **1.2 Negotiation**

During the duration of this agreement, the "DISTRICT" agrees to negotiate exclusively with the "MAINT" and in no way will the "DISTRICT" negotiate with any other organization or any individual employee for the purpose of the agreement.

### **1.3 Negotiation Procedure**

It is further understood and agreed that any and all tentative agreements reached between the representative negotiating teams will not become binding on either party until ratified by the District and Employees who hold membership in the "MAINT".

The "DISTRICT" agrees that it will provide the "MAINT" with ample copies of the tentative budget.

The term "COLLECTIVE BARGAINING NEGOTIATIONS" shall include wages, and other conditions of employment.

If any provisions of this agreement or any application of the agreement should be found contrary to law, then such provision or application will be deemed invalid except to the extent permitted by law, but other provisions and applications will continue in full force and effect.

The "DISTRICT" will provide printed copies of the agreement to each employee covered within.

#### **1.4 Reopening of Negotiations during term**

If during the term of this agreement, any condition of employment not specifically covered by the agreement should arise; the "MAINT" may call for a meeting to resolve the issue or issues. The "DISTRICT" will meet with the "MAINT" under these circumstances. Negotiations will be limited to the issue(s) which arise; this provision shall not be constructed as an obligation to reopen the agreement.

#### **1.5 Further Benefits**

No part of this agreement shall be constructed as to preclude the school district from giving any further benefits to its employees.

### **ARTICLE II PRE-EMPLOYMENT PHYSICAL EXAMINATION**

A pre-employment physical is required for all new employees hired after 7/1/93. The cost will be covered by the school district.

### **ARTICLE III PROBATIONARY PERIOD**

**3.1** The probationary period for a new employee shall be no less than 26 weeks nor more than 52 weeks. Upon completion of 26 weeks of service, a probationary employee shall receive an evaluation. The result of such an evaluation shall be either:

- a.) The employee shall receive a permanent appointment, ending her/his probation.  
or,
- b.) The employee shall have her/his probation continued with specific written areas of improvement identified in order to be eligible for permanent appointment at the end of her/his probationary period.  
or,
- c.) The employee will be terminated with no access to the just cause provisions of this contract.

**3.2** The probation period for an existing employee who has been promoted or transferred to another position shall be for a period of no less than 13 weeks, or more than 21 weeks. At the conclusion of 13 weeks of service in the new position, the employee shall receive an evaluation. The result of such an evaluation shall be:

- or
- a.) The employee shall be permanently appointed to the new position.  
or
- b.) The employee shall have her/his probation continued with specific written areas of improvement identified in order to be eligible for permanent appointment at the end of her/his probationary period.  
or
- c.) The employee will be informed that s/he will not be permanently appointed to the new position and shall be returned to her/his previously position.

### **Care and Return of District Property**

Employees shall return to their immediate supervisor any school property in their possession or assigned to them in substantially the same condition as when received, reasonable wear and tear expected, prior to receiving final pay upon separation from employment. Failure to do so shall render the employee liable for the payment of the fair and reasonable value thereof. It is the responsibility of the "DISTRICT" to maintain records of such property. "District Property" shall mean all tools, toolboxes, books, and other objects small enough to be portable, which are shown on the "DISTRICT" roster to have been issued to the employee. Safety hats are included, but uniforms and safety shoes are specifically excluded from this definition.

### **4.3 Disciplinary Procedure**

The "DISTRICT" and "MAINT" agree that it is desirable for every employee to be given the opportunity to correct her/his work performance or behavior before formal disciplinary action is taken. The immediate supervisor and the Superintendent of Buildings and Grounds will make every effort, through the formal evaluation procedure (9.4), and informal counseling to encourage employees to perform well. Nothing in this agreement will limit the District's ability to write counseling and corrective letters and to place them in any employee's personnel file. The employee has the right to attach a response to any such letter, in accordance with article 4.1(Personnel Files).

Except for conduct which is so clearly inappropriate that a warning is not necessary, the "DISTRICT" agrees that all employees who have Section 75 protection will be given an oral warning from the Superintendent of Buildings and Grounds before formal disciplinary action is taken.

Disciplinary action shall be in accordance with section 75 of the Civil Service law for all employees who have attained permanent Civil Service status and who have one (1) year or more of service with the "DISTRICT".

When the "DISTRICT" seeks a written warning or a fine as the penalty, the parties agree to an expedited procedure, as follows:

- a.) The "DISTRICT" and the employee shall have a meeting at which the employee may agree to accept the penalty, or the parties may negotiate a resolution without a hearing.
- b.) If a hearing is needed, the parties agree that there shall be no more than one day of hearing. The hearing officer shall have the authority to assist the parties in reaching a settlement.

Disciplinary action shall not be subject to the grievance procedure

### **4.4 Training**

The "DISTRICT" recognizes that professional may be of benefit to both the "DISTRICT" and employee. Application for such training will be filled with the Superintendent of Buildings and Grounds with a copy to the Business Manager for consideration.

## **ARTICLE IV CONDITIONS OF EMPLOYMENT**

### **4.1 Personnel File**

No complaint, disciplinary letter of memorandum, or supervisory or evaluation report will be placed in an employee's file without the employee's knowledge. The employee will be given a copy of each document so filed. The employee will be required to sign or initial each such document. The employee shall be permitted to attach a statement of explanation within 5 working days. An employee's signature or initials on any such document shall represent only that s/he has seen the document, and shall not be construed to mean acceptance or agreement with the contents thereof.

An employee shall be entitled to examine her/his personnel file, except letters of reference and pre-employment correspondence, upon reasonable notice to the "DISTRICT", during the District's regular business hours and in the presence of the Superintendent or her/his designee. The employee is required to record her/his review of the personnel file by signing a receipt; refusal to record such review will be documented. The employee may make a copy of any document in her/his file at the reasonable and customary charges per page.

Items placed in any employee's personnel file become District records. As such, they are kept permanently throughout the individual's employment at Jamesville-DeWitt. However, if an employee wishes to remove counseling letters, s/he shall file a written request with the District Records Officer. The request must specifically list all items the employee wishes removed from her/his file. If the incident or incidents that were the subject of the counseling letter(s) have not recurred, and the counseling letter(s) are three (3) years or more old, the "DISTRICT" agrees to remove the letter(s) from the employee's personnel file.

This section shall not apply to any material that gave rise to any formal disciplinary proceeding, or to the record of any action taken as a result of any formal disciplinary proceeding, whether by the Board Of Education action or by agreement between the employee and the "DISTRICT".

### **4.2 District Property**

#### **Condition of District Property**

Employees shall immediately or at the end of their shift report all defects in district-owned equipment when known. The "DISTRICT" shall not ask or require any employee to use equipment that has been reported in writing by any other employees as being in an unsafe operating condition unless such equipment has been inspected by the appropriate supervisor and the defect repaired or declared in writing not to exist by said supervisor.

#### **Tool and Safety Glasses**

The "DISTRICT" will provide all tools needed at each work site, and all tools shall remain the property of the "DISTRICT". The "DISTRICT" agrees to maintain tools in working order, except when tools are lost, damaged, or destroyed as a result of an employee using such tool in a way that it is not intended to be used. In such a case, the employee will be responsible for reimbursing the "DISTRICT". Employees are discouraged from using their own tools. If they do so, all such use shall be at the employee's own risk.

Prescription safety glasses will be provided by the District to those employees whose work requires such accommodations.

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**ARTICLE V**  
**SALARIES**

**5.1 Schedule**

Salary increases for the duration of this Agreement shall be as follows:

2005-2006 Each employee shall receive a 3.9% increase.

2006-2007 Each employee shall receive a 3.8% increase.

2007-2008 Each employee shall receive a 3.7% increase.

**5.2 New hires**

Each new employee shall receive the increase negotiated for the first new fiscal year after her/his date of hire, effective the first July 1 following her/his hire.

This rule shall apply to all new employees regardless of when during a year they begin work. All increases after that shall be effective on July 1 or another negotiated date, if applicable.

**5.3 Permanent Promotions**

The employee shall begin receiving the starting rate for the new job effective on her/his first day of work in the new position. Increases after that date shall follow the rule for new hires, above.

**5.4 Temporary Promotions**

In the event of a temporary promotion the employee shall receive the greater of the rate of pay.

**5.5 Premium Pay**

**a.) Overtime**

Work authorized in advance, including specifically scheduled building checks, and performed in excess of forty (40) hours in a given work week shall be compensated at the rate of 1 1/2 times the regularly assigned rate.

**b.) Call Time**

An employee called in to work from 11:30 PM through 4:00 AM shall be paid the greater of three (3) hours or actual time worked at 1 1/2 times the regular hourly rate of pay.

An employee called in to work outside of the time listed above shall be paid the greater of two (2) hours or actual time worked at 1 1/2 times the regular hourly rate of pay.

**c.) Holiday Work**

An employee called in to work on a legal holiday shall be paid the greater of two (2) hours or actual time worked at 1 1/2 times the regular hourly rate of pay.



## **5.6 Uniform, Jacket and Safety Shoe Allowance**

Each school year the employer will provide to each maintenance employee:

- a.) A maximum of five (5) uniforms; a uniform consisting of one (1) pair of pants and one (1) shirt, as needed. A combination of shirts and pants is acceptable.
- b.) One (1) pair of safety shoes.
- c.) One (1) jacket.

The maximum allowance for (a), (b), &(c) above is \$250.00 per year.

Employees will be given the flexibility to purchase items based on their particular needs. In no event will the purchase in a given school year exceed \$250.00. The employer reserves the right to determine what combination of the above meets the professional standards desired by both the employer and employee.

The employee is responsible for the cleaning and upkeep of the articles provided by the employer.

The following "Uniform Policy" shall be adhered to by all maintenance employees during the duration of this agreement.

All permanent employees of the maintenance staff will wear a uniform.

The uniform will consist of a shirt and pants.

The uniform must be worn any time the employee is working for Jamesville-DeWitt. this includes overtime, weekends, holidays and building checks.

The uniform must be clean, neat and in proper repair when reporting to work.

Any uniform damaged beyond repair (ripped, paint, oil, etc.) as a result of working at Jamesville-DeWitt will be replaced by the "DISTRICT" if the damaged uniform is presented to the "DISTRICT".

Jamesville-DeWitt will supply uniforms in compliance with the contract.

Extra uniforms can be purchased by the employee through arrangements with the "DISTRICT".

If an employee claims s/he can not wear the uniform for medical reasons, a doctor's excuse will be provided by the employee.

If an employee reports to work not in compliance with this policy, then s/he will be subject to the following:

First offense is a verbal warning from immediate supervisor.

Second offense is a written warning from the Superintendent of Buildings and Grounds.

Third offense is to be sent home and not allowed to punch in until offense has been corrected.

## **ARTICLE VI INSURANCE**

### **6.1 Health Insurance**

The employer agrees to offer a basic Health Insurance Program to all full time maintenance employees.

The plan shall be Blue Cross-Blue Shield Regionwide I, Select Blue Surgical/Medical, or equivalent.

Employees hired before November 6, 1995, shall continue at the following participation levels:

Individual Coverage-90%:10% of premium  
Family Coverage-90%:10% of premium

Employees hired on or after November 7, 1995, shall be governed by the following participation levels:

Individual Coverage-85%:15% of premium  
Family Coverage-85%:15% of premium

The employee shall be responsible, through payroll deduction, for the premium due as per rates established by the Cooperative Health Insurance Fund of C.N.Y.

For those employees electing to participate in an H.M.O. Health Insurance Plan, it is understood that the "DISTRICT" will contribute the identical dollar amount contributed for employees enrolled in the Blue Cross/Blue Shield Plan when H.M.O. premiums exceed the premium paid to the Blues.

### **6.2 Dental Insurance**

The employer agrees to offer a Dental plan to employees and their dependents.

The plan shall be the Blue Cross/Blue Shield Prime Blue Dental Plan, or equivalent.

The employer agrees to continue the current participation levels:

Individual Coverage-90%:10% of premium  
Family Coverage-65%:35% of premium

The employee shall be responsible, through payroll deduction, for the premium due the dental insurance provider.

### **6.3 Disability Insurance (Income Protection)**

The employer agrees to provide an Income Protection Policy to cover totally disabled employees.

Coverage will provide 60% of basic income after 90 calendar days and exhaustion of accrued sick leave, at no cost to the employee.

### **6.4 Best-Flex Program**

Employees in this unit may participate in the Best-Flex Program. The employer agrees to pay the prevailing administrative charges.

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**ARTICLE VII  
EVALUATION PROCEDURE**

**7.1 Evaluation Procedure**

Each employee shall receive a written performance appraisal at least once a year. A new employee shall receive a written performance appraisal at the end of the probationary period.

Criteria will be set by the "DISTRICT" by which a maintenance employee's work performance will be evaluated. Each maintenance employee will be evaluated annually according to these criteria and informed in writing of the results. the employee will be given the opportunity to review the evaluation with her/his supervisor.

**ARTICLE VIII  
LEAVES**

**8.1 Sick Leave**

An employee, while on payroll, will earn one (1) day per month for personal illness; unused sick days are cumulative.

All employees will be allowed up to 5 days sick leave for family illness. Family illness shall be considered the need to care for immediate family members. Unused days are cumulative to the employee's sick leave.

The total is seventeen (17) days per year for twelve (12) month employees; pro-ration as may be necessary.

Unused days of sick leave shall accumulate to a maximum of 240 days.

In the event that after 3 days there is a question regarding the propriety of an employee's reported illness, the "DISTRICT" may require verification of illness by a physician. The "DISTRICT" may also require a doctor's statement before permitting the employee to return to work following an illness or an accident. this section shall also apply to absence pursuant to, and returns to work following, a Family and Medical Leave Act leave.

When an employee is absent from work because of extended personal illness or accident, it is her/his responsibility to notify the immediate supervisor, as soon as possible, and to keep the supervisor informed monthly stating the probable date of return to work. In addition, the employee will provide a minimum of three (3) working days' notice of exact date of return. Without such notice, reemployment may be delayed.

Section 8 shall apply to absence do to Workers' Compensation, (section 8.2 below).

An accounting of accumulated sick leave will be given to each employee at the beginning of each fiscal year. Sick leave use shall be credited and recorded in 2 hour increments.

The "DISTRICT" shall designate an individual to be contacted in each building when an employee calls in sick. A copy shall be given to each employee.

## **8.2 Workers Compensation**

All "on-the-job" injuries should be reported within 24 hours to the appropriate supervisor.

An employee who is injured on the job will be relieved of duty to seek medical attention before continuing work if so requested or if deemed advisable by the appropriate supervisor. An accident report must be filed by the employee or the immediate supervisor as soon as practicable after the occurrence of any accident.

If lost time results from a compensable "on-the-job" injury or illness, the employee may choose to be compensated at full pay until s/he exhausts all accrued sick leave days. If and when the Worker's Compensation Board issues a finding that the injury or illness is compensable, the employee's sick time will be restored to the equivalent of the amount of money reimbursed to the "DISTRICT" by the Worker's Compensation Board.

If the employee makes use of her/his sick leave while suffering from a compensable injury or illness, and should that sick leave become exhausted, the employee will be compensated in accordance with the rules and regulations of the Workers Compensation carrier.

Section 8 above, shall also apply to absences do to Workers Compensation.

## **8.3 Personal Leave**

Each employee shall have three (3) days available per fiscal year.

All unused personal leave will be added to the employee's accumulated sick leave at the end of the fiscal year.

Where requests for personal leave would, if approved, prohibit the "DISTRICT" from maintaining minimum staffing requirements, such request will be considered in the order received in each affected location.

Personal business leave use shall be credited and recorded in 4 hour increments, except for one day which shall be credited and recorded in 2 hour increments.

No reason need be given for the use of personal days, although it is understood that a personal day is designed to be used for the conduct of personal business which cannot be transacted at another time. Personal days cannot be used for the purpose of extending a holiday or school vacation period.

## **8.4 Work/Absence - Emergency Closings**

In the event a school is closed for instructional purposes due to an emergency, employees will make a reasonable effort to report to work. Employees who do not report to work will have the day charged against accumulative paid leave (other than sick leave).

## **8.5 Jury Duty**

An employee required to serve jury duty during regular working hours shall receive her/his regular rate of pay. No deduction from accumulated paid leave time shall be made for such service.

The employee shall not be required to refund mileage, meal, or lodging expense payments to the "DISTRICT".

On any day the employee is on call for jury duty, s/he will report to work until and unless needed for such duty.

## **8.6 Unpaid Leave of Absence**

An unpaid leave of absence may be granted at the discretion of the Board of Education. A verified leave for FMLA will be granted for up to the 12 weeks per year guaranteed by the statute.

An employee must apply for an unpaid leave as soon as s/he knows of the need for it, but no less than 30 or more calendar days before the commencement of the requested leave, except for a need which cannot be anticipated.

The "DISTRICT" reserves the right to verify with the employee's physician, and/or the district's physician, the need for a leave. The "DISTRICT" may request status reports at any time during the leave, in accordance with Section 8 of this Agreement. Seniority will not be accrued during any period when an employee is in unpaid status for any reason, including unpaid leaves of absence, the unpaid portion of a FMLA leave, layoff, or disciplinary suspension. Seniority earned before the leave of absence will be restored to the employee upon her/his return to work.

## **8.7 Family and Medical Leave Act**

Sick leave shall run concurrently with FMLA for qualifying absence beginning with the fourth (4th) consecutive day of absence in any year. (a "year" is defined in Section 8.7 below).

Family leave for parents, spouses, and children shall run concurrently with FMLA. Family leave for other relatives listed in the collective bargaining agreement, but not covered in the Act, shall not be required to be used concurrently with FMLA, but can be used at the employee's option.

FMLA "year" shall be the fiscal year, July 1 - June 30.

When an employee notifies the "DISTRICT" that s/he is out, or expecting to be out, on a qualifying absence, the "District" Office will then look back to the immediate preceding July 1 (see "year" above) and count all absences of four (4) consecutive days or longer (paid or unpaid sick leave, or other qualifying absences such as child-rearing leave) against the total of 12 weeks (60) work days available for that year. All such absences will then count as part of the 12-week total for that employee for that fiscal year.

## **8.8 Holidays**

- a. full-time maintenance employees shall be entitled to the following 12 paid holidays during the school year: July 1- June 30:

Independence Day	Christmas Day
Labor Day	New Year's Day
Columbus Day	Martin Luther King Day
Veterans' Day	Great Americans' Day
Thanksgiving Day	Good Friday
Day after Thanksgiving	Memorial Day

- b. Should a holiday listed in 7.a. above fall on a Saturday, Sunday, or on a day when school is not in session, the Superintendent of Schools shall designate a compensating day off with pay for automotive-mechanical personnel.
- c. When either or both of the Jewish holidays (Rosh Hashanah and/or Yom Kippur) are designated as a day off for the instructional staff, maintenance will have that day(s) as a paid holiday.
- d. Fixed holidays which fall on Saturday shall be observed on the preceding Friday. Holidays which fall on Sunday shall be observed on the following Monday.

Legal holidays occurring within the calendar year shall be observed by all employees on the actual days on which the holiday occur or are scheduled.

In the event it is necessary to schedule student attendance on a holiday, the day will be considered a normal work day, not subject to overtime compensation in accordance with Article V. In this event, employees are entitled to a day's compensatory holiday to be scheduled with the advance approval of the immediate supervisor.

To be eligible for holiday pay, an employee must be on paid status (working or on approved paid leave) the work day before and after the holiday.

## ARTICLE IX VACATIONS

- 9.1** New entrant employees shall earn vacation time in accordance with the following schedule:

<u>Employment Date</u>	<u>Vacation Time Earned</u>
7/1 - 12/31	10 days
1/1 - 1/31	5 days
2/1 - 2/28	4 days
3/1 - 3/31	3 days
4/1 - 4/30	2 days
5/1 - 6/30	None

- 9.2** Full time employees with one year or more of service shall earn vacation in accordance with the following schedule:

The completion of 1 year through the completion of 4 years - 10 days  
The completion of 5 years through the completion of 9 years - 15 days  
The completion of 10 years through the completion of 19 years - 20 days  
The completion of 20 years and over - 25 days

- 9.3** Under normal circumstances, 12-month employees shall submit requests for July or August vacation time between May 1 and May 15. Requests for September 1 through June 30 vacation time, of one week duration or more shall be submitted twenty (20) days in advance and requests for such vacation of 1-4 days duration shall be submitted ten (10) days in advance. Supervisors shall respond to requests within five (5) days of receipt. No guaranteed approval is implied. Timely request for vacation will be given preference over conflicting requests which are submitted after filing-deadlines.

When minimum staffing levels are maintained, supervisors will not arbitrarily withhold approval of requested vacation time. where all other factors are equal, seniority shall be the determining factor in the award of timely vacation requests.

#### **9.4 Beneficiary**

In the event of death of an employee, the "DISTRICT" will pay to that employee's beneficiary any earned, unused vacation credit which would have been due the employee. The employee will designate the beneficiary on a form to be provided by the "DISTRICT". It is the responsibility of the employee to notify the "DISTRICT" through this form should s/he want to change the beneficiary.

#### **9.5 Holidays**

If a holiday occurs during an employee's vacation period, such holiday will not count as a vacation day and the employee will be entitled to an additional day off with pay at a time mutually agreeable between the "DISTRICT" and the employee.

#### **9.6 Service**

For the purposes of IX, an employee who commenced full-time employment with the "DISTRICT" on or before January 1, will be credited with one fiscal year of service the following July 1.

### **ARTICLE X SENIORITY**

**10.1** When the employee is permanently appointed, seniority shall begin to accrue, and shall be retroactive to her/his date of hire. Seniority shall be calculated as continuous employment with the "DISTRICT" since the most recent date of hire.

**10.2** TIED SENIORITY will be resolved by the following factors, in the order listed:

Date of appointment by the Board of Education.

Order of appointment by the Board of Education.

**10.3** Seniority shall be FROZEN during the following events:

Any unpaid leave of absence of one month (20 work days) or longer.

Any layoff. When the employee returns to work, her/his seniority is restored, but no seniority shall be earned the time off the job.

**10.4** Seniority shall be BROKEN by any of the following events:

Resignation

Retirement

Termination

Abandonment of Position

Failure to return from leave of absence

Layoff, with no recall during the time period set out in 10.8

#### **10.5 Promotions, Transfers and Upgrades**

Promotions, transfers and upgrades shall be made on the basis of employee qualifications. When more than one applicant is deemed qualified by the "DISTRICT", then seniority shall prevail.

#### **10.6 Layoff**

In all cases of layoffs, job classification seniority in the classifications listed in 10.7 shall govern, with due consideration for the ability of remaining employees to perform the particular job. When the "DISTRICT" rehires any employee in any job classification, employees on layoff from said job classification shall be rehired in reverse order in which they were laid off. In the event the "DISTRICT" needs additional employees in said classification, it shall then offer such work to employees on layoff in other job classifications in accordance with there district seniority, provided such employees are capable of performing the available work.

To the extent that there is no conflict with law or Civil Service regulation, layoff procedures are established as follows. In the event of a layoff, the "DISTRICT" shall notify the MAINT of its best estimate of the number of employees affected. The employee to be laid off shall receive a minimum two week notice or its equivalent in pay above and beyond all other payments due. The employee with the least overall seniority shall be the first to be laid off or exercise the bumping procedure as follows.

#### **10.7 Bumping**

An employee's overall seniority as set forth in 10.1 and 10.2 above would apply for purpose of bumping into a lower classification.

Under no circumstances will the laid off employee be permitted to bump into a higher classification. For the purpose of this article, the order of classification in descending order, are:

Maintenance II  
Maintenance I  
Grounds keeper  
Driver Messenger

A laid off employee must notify the personnel office within seventy-two (72) hours of receiving a layoff notice, if the employee intends to exercise bumping rights. The decision to bump rest solely with the laid off employee. If the bumping privilege is not exercised, the "DISTRICT" agrees that the laid off employee's unemployment benefits will not be challenged by the "DISTRICT".

#### **10.8 Recall from Layoff**

Employees shall be recalled from layoff or returned to jobs which they were bumped in reverse order of layoff.



Competitive class employees, veterans of the United States Armed Forces and active volunteer fire fighters shall be eligible for recall for the statutory period of preferred eligibility. All other employees shall be eligible for recall for two (2) years from date of layoff or bumping was effected. The "DISTRICT" agrees to send recall notices to each employee's last address on record; it is the employee's responsibility to make sure that the address is correct.

## **ARTICLE XI JOB POSTING**

Employees covered by this Agreement will have ample opportunity to bid on job openings or new jobs whenever they occur.

Such job postings shall be made for at least five (5) working days prior to selection of an employee to fill such job (or jobs) on a permanent basis.

Any bargaining unit employee applying for a job opening will be interviewed. Following the interview, the employee will be informed of her/his candidate status. The "DISTRICT" will not interview any external candidates until the interview process is completed with internal applicants.

Whenever more than one applicant for a job exists, preference shall be given to the applicant with the greatest seniority providing the qualifications of the applicants as determined by the "DISTRICT", are substantially equal. Qualifications in the section means ability and physical fitness. This section in no way limits management's right to consider an applicant for a position who is currently not an employee of the school district.

## **ARTICLE XII TRANSFERS**

In the event it becomes necessary to make involuntary transfers of employees, the following procedure will govern:

- 12.1** Notice of such involuntary transfer will be given to the employee as soon as practicable. Copy of notice will be sent to an employee designated by the MAINT.
- 12.2** No involuntary transfer will be made unless there is a meeting between the appropriate supervisor and the employee to be transferred. The reason for the transfer will be given to the employee.
- 12.3** An employee transferred to a new job at the request of the "DISTRICT" will be afforded the opportunity to reapply for the former position when it becomes vacant again.
- 12.4** An employee involved who objects to said transfer may file a grievance under this contract agreement. Such grievance will be filed directly into the second step of the grievance procedure.

## **ARTICLE XIII RETIREMENT**

The "DISTRICT" offers enrollment in the Employee Retirement System New Career Retirement Plan, Section 75-I. Membership is mandatory in New York State Employee's Retirement System for any employee working full-time. Membership in the New York State Retirement System for any employee working less than full-time is optional to the employee, subject to minimum requirements.

### **13.1 Retirement Benefits**

#### **Health Insurance Benefits**

1.) Any employee at retirement, with a minimum of ten (10) consecutive years of service with the Jamesville-DeWitt School District, may continue in the Health Insurance Program provided that s/he actually and officially retires as per requirements established by N.Y.S. Employees' Retirement System.

2.) A surviving spouse may continue coverage in accordance with the provisions of the COBRA enactment.

Option A: Accrued unused sick days (maximum of 240) less sixty (60), the remainder multiplied by \$25.00 per day.

Example only: 240 days (max.)  
                  60 days  
                  180 days  
                  x \$25  
                  \$4,500

Option B: Upon retirement, the district will utilize the employees unused sick days to maximize the benefit for the employee under section 41-j. A unit employee may convert all unused accumulation that is not utilized under Section 41-j of the NYSERS to a cash stipend at the rate of \$20/day.

## **ARTICLE XIV WORK RULES**

The following rules are listed to serve as a guide for all employees' conduct. It shall be expressly understood that any violation can result in a disciplinary hearing to include the employee and the Superintendent of Buildings and Grounds.

Leaving one's place of work without permission from the appropriate supervisor or principal.

Absence from an assigned duty without giving sufficient notice thereof to the appropriate supervisor or principal.

Habitual lateness or absence without any reasonable cause.

Doing personal work during regular employment hours.

Willful disregard of safety rules and regulations.

Interfering with work performance of other employees.

Failure to meet reasonable work standards.

Intimidation or threatening of other employees.

Failure to carry out reasonable orders, or insubordination.

Revealing or conveying confidential information.

Misrepresentation of facts in obtaining employment.

## **ARTICLE XV MANAGEMENT RIGHTS**

It is recognized that the "DISTRICT" retains the sole and exclusive right and authority to unilaterally manage the business of the "DISTRICT", including, but not limited to, the right and authority to plan, introduce, direct, and control its operations; to determine the location, design, size, and number of buildings; to decide the business hours of its operations; to decide the types of educational service it shall provide within lawful limitations; to determine the starting and quitting time for employees, work schedules, and number of hours to be worked; to hire, to promote to a better position; to discharge, demote, discipline, or suspend without pay, and to maintain discipline and efficiency of employees; to determine the number of non-teaching staff; and to determine the method by which its operations are to be conducted; to determine the method of evaluation; to determine the number and duties of employees; to discontinue or consolidate programs; to make reasonable rules and regulations pertaining to employees covered by this agreement; and to take all necessary actions to carry out its mission in emergencies; and to exercise complete control and directions over its organization and the facilities, methods, means, and technology of performing its work.

This agreement does not supersede or replace any laws, regulations, or policies, including Civil Service Laws. If any portion of this agreement is or becomes illegal, the remainder or the agreement will not be affected.

## **ARTICLE XVI GRIEVANCE PROCEDURE**

### **16.1 Purpose**

It is the purpose of this procedure to encourage the equitable resolution of alleged violation of this agreement

### **16.2 Definitions**

"Grievance" is a claim by an employee or group of employees in this bargaining unit that there has been a violation of one or more expressed provisions of this agreement.

"Supervisor" shall mean the employee's immediate supervisor.

"Grievant" shall mean the employee filing a grievance.

"Superintendent" shall mean the Superintendent of schools or her/his designee.

"Maint" shall mean Chairperson or any of its officers from the bargaining unit.

"Day" shall mean any day when the District Office is open for business.

### **16.3 Procedure**

A.) Grievances must be filed within the time limits set out for each step of the grievance procedure, or the grievance will be barred or deemed discontinued. If the "DISTRICT" fails to respond within the time limits for any step, the Chairperson shall have the right to appeal to the next step.

B.) Time limits may be extended only by mutual written consent of the parties.

C.) All written grievances shall include the name and position of the grievant, the provision of the agreement alleged to have been violated; the time when and the place where the alleged event or condition giving rise to the grievance occurred; the identity, if known, of the individual alleged to be responsible for causing the event or condition giving rise to the grievance, and the redress sought by the grievant.

D.) Except for the oral step (step 1), all appeals and responses shall be in writing; setting forth findings of fact and conclusions. Each appeal and each response will be transmitted to the Grievant, the Chairperson, and the School Business Administrator.

The Grievant has the right to have the Chairperson present during any step of the grievance procedure.

Preparation and processing of grievances shall not be conducted during working hours nor interrupt employment activity. There may be occasions when interruption is unavoidable, and the "DISTRICT" may grant an exception.

### **16.4 Steps and Time Limits**

**Step 1-Oral Step:** The grievant shall present her/his grievance informally to the Chairperson. The parties agree to make every effort to resolve grievances at this step.

Grievances must be filed at the oral step no later than ten (10) working days after the grievant knew or should have known of the event or condition giving rise to the grievance. If the grievance is not satisfactory resolved at step 1, or the supervisor does not render her/his decision within the time limit, the grievant may appeal to step 2.

The Chairperson must respond within five (5) working days after s/he received the appeal. If the parties have a meeting, the Chairperson must respond within five (5) working days after the date of the meeting.

The Chairperson shall call a meeting of the grievance committee to determine if the grievance has stature to proceed.

**Step 2-Superintendent of Buildings and Grounds:** The Chairperson shall present the written grievance to the Superintendent of Buildings and Grounds. Either party may request a meeting to discuss the grievance, which meeting must be held within the time limit for the District's response. If the grievance is not satisfactory resolved at step 2 or the Superintendent of Buildings and Grounds does not render her/his decision within the time limit, the grievant may appeal to step 3.

The Superintendent of Buildings and Grounds must respond within five (5) working days after s/he receives the appeal. If the parties have had a meeting, the Superintendent of Buildings and Grounds must respond within five (5) working days after the date of that meeting.

Appeals to step 3 must be made no later than five (5) working days after the attempt to resolve the grievance at step 2.

**Step 3-Superintendent:** The Chairperson shall present the written grievance to the Superintendent or her/his designee. Either party may request a meeting to discuss the grievance, which meeting must be held within five (5) working days for the District's response.

Appeals to step 4 must be made no later than five (5) working days after the attempt to resolve the grievance at step 3.

**Step 4-Board of Education:** The chairperson shall present the written grievance to the Board of Education by letter to the President of the Board. Either party may request a hearing, which must be held at a regularly scheduled Board meeting, or before a committee of the Board if mutually agreed, within the time limit for the Board's response. The Board's decision shall be binding on the Grievant, Maint, and the District.

The Board of Education must respond within twenty (20) working days after it receives the appeal.

If the grievance is not satisfactorily resolved at step 4, or the Board of Education does not render its decision within the time limit, the grievant may appeal to step 5.

**Step 5-Arbitration:** Within ten (10) working days after the decision has been made at step 4, the grievant may submit the grievance to arbitration by notifying the President of the Board, with a copy to the Superintendent of schools to that effect. The notice must include a brief statement setting forth precisely the issue being submitted to arbitration and the specific provision or provisions of the agreement to have been violated.

Within ten (10) days after the Superintendent receives the written submission to arbitration, the Superintendent or her/his designee and the grievant and/or the Maint shall select a mutually acceptable arbitrator. If the parties are unable to agree to an arbitrator, the parties will then request a list of arbitrators from the American Arbitrators Association. If the dispute is submitted to the American Arbitrators Association, the grievant shall pay the filing fee.

The arbitrator shall hear the matter promptly and shall issue her/his decision not later than thirty (30) calendar days from the date the hearing is closed (after all documents and briefs, if any, have been submitted). The arbitrator's decision shall be in writing, and shall set forth findings of fact and recommendations on all issues submitted. The arbitrator shall have no authority to add to, subtract from, or modify the agreement or any provision of it. The recommendations of the arbitrator shall be final and binding upon the Grievant, Maint, and the District.

The cost for the services of the arbitrator, including expenses, if any, shall be borne equally by the District and the Grievant. Each party will pay for its own advocates and representatives, if any.

## ARTICLE XVII ENTIRE AGREEMENT

This agreement constitutes the full and complete agreement of the parties and may be altered, changed, added to, deleted from, or modified only through voluntary mutual consent of the parties in a written, signed amendment to this agreement. The Maint agrees that all negotiable items have been discussed during the negotiations leading to the agreement, and agrees that negotiations will not have to be reopened on any item, whether contained in this agreement or not, nor will negotiations be reopened on the impact of any permissible management action, during the life of this agreement. The operating of schools and the direction of staff are vested exclusively in the Board of Education

## ARTICLE XVIII DURATION

This agreement shall commence on July 1, 2002 and shall remain in full force and effect until June 30, 2005. No grievance will result from this agreement until after the date of signing by the Superintendent of Jamesville-DeWitt School District and the Representatives of Maintenance Department.

IT IS AGREED BY AND BETWEEN THE PARTIES THAT ANY PROVISIONS OF THIS AGREEMENT REQUIRE LEGISLATIVE ACTION TO PERMIT ITS IMPLEMENTATION BY AMENDMENT OF LAW OR BY PROVIDING THE ADDITIONAL FUNDS THEREFORE SHALL NOT BECOME EFFECTIVE UNTIL THE APPROPRIATE LEGISLATIVE BODY HAS GIVEN APPROVAL.

## SIGNATURES

Alexander R. 11/17/05  
For the District Date

Pat E. Buehl 11-14-05  
Maintenance Representative Date

11-14-05  
Maintenance Representative Date